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Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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June 17, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF REGIONAL PLANNING: ENVIRONMENTAL IMPACT REPORT,
NOISE TECHNICAL STUDY AND TRANSPORTATION TECHNICAL STUDY FOR
THE UPDATE OF THE LOS ANGELES COUNTY GENERAL PLAN
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

Recommendation to award a three-year contract to The Planning Center in a sum not to exceed \$847,254 plus 15 percent contingency (\$127,088) for unforeseen additional work within the scope of the contract to develop an Environmental Impact Report, Noise Technical Study and Transportation Technical Study for the update of the Los Angeles County General Plan.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the enclosed three-year contract with The Planning Center, effective the day after your Board's approval or July 15, 2008, whichever is later, at a maximum contract amount of \$847,254 plus 15 percent contingency (\$127,088) for unforeseen additional work.
2. Authorize the Director of Planning or designee to increase the contract award by an amount not to exceed 15 percent of the total contract sum for unforeseen additional work within the scope of the contract.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Authorize the Director of Planning or designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the maximum contract sum of \$847,254 plus contingency; and to suspend work if, in the opinion of the Director of Planning, it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is for your Board to approve the award of a contract with The Planning Center to develop the Environmental Impact Report (EIR), Noise Technical Study and Transportation Technical Study for the Los Angeles County General Plan. The General Plan is being comprehensively updated by the Department of Regional Planning (DRP) with new and revised goals and policies, compliance with legal planning requirements, technical changes, and implementation action programs which are anticipated to have significant environmental impacts. These impacts must be assessed and in compliance with the California Environmental Quality Act (CEQA), the County is required to prepare an EIR. Concurrently with the EIR, technical studies for transportation and noise will be conducted to provide the foundation data necessary for environmental analysis of these issues associated with the County General Plan.

The EIR will inform decision makers and the public of potential significant environmental effects of the comprehensive update of the General Plan; propose mitigation measures, and where feasible, reduce significant impacts; and examine alternatives to the proposed project that could reduce or avoid potential environmental impacts.

When the EIR is certified it will be utilized in the evaluation of future projects throughout the unincorporated areas of the County. It will be a foundation document that future environmental reviews will be able to build on and/or alleviate the need to prepare detailed subsequent environmental documentation for development projects consistent with the adopted General Plan.

Implementation of Strategic Plan Goals

The recommendations are consistent with the principles of the Countywide Strategic Plan Goal No. 1 (Service Excellence), and Goal No. 6 (Community Services), by providing the public with services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

The contract sum is \$847,254 plus 15 percent (\$127,088), for unforeseen additional work within the scope of the contract. The contract sum is based on the price quoted by the contractor. Additional tasks are often the result dictated by external variables for projects of this nature, for example, new State requirements adopted after the initiation of the contract may require that the EIR be revised. This can happen during the final stages of the completion of the EIR. The contingency will accommodate such additional tasks if needed.

The DRP's Fiscal Year 2007-08 operating budget includes sufficient funding for the services. Additional funding, if required, has been included in the Fiscal Year 2008-09 Priority Needs Request.

The contract does not include provisions for cost of living adjustments throughout the term of this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract contains all of the most recent required provisions including, but not limited to, non-responsibility and debarment, child support compliance, GAIN/GROW, Safely Surrendered Baby Law, and the provisions of paid jury service time for the contractor's employees.

This is a non-Prop A contract. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, the DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract.

Data regarding the proposers minority participation is on file with the DRP. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The DRP will not require the contractor to perform services that exceed the Board-approved contract sum, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have an effect on the environment and therefore, this contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

CONTRACTING PROCESS

The DRP conducted a competitive Request for Proposals (RFP) to solicit the services. The RFP was released on February 7, 2008. Consistent with the RFP process, interested contractors were required to submit a proposal demonstrating their ability to provide the services. The solicitation information was made available through the Internet on the County of Los Angeles Internal Services Department website, and an advertisement was placed in the Los Angeles Times.

In response to the advertisement efforts, a copy of the RFP was provided to 19 potential contractors. Three proposals were received by the February 28, 2008 deadline. These proposals were reviewed using an initial "pass/fail" process to determine which proposals would be evaluated. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The three proposals received passed the initial screening of the RFP process.

An evaluation committee was formed to evaluate the proposals. The committee comprised of representatives from the DRP, the Department of Public Works, the Department of Parks and Recreation, and the Community Development Commission. The evaluation committee members objectively evaluated the proposals submitted by the following proposers:

- PBS&J
- PMC
- The Planning Center

The evaluation committee members reviewed the proposals consistent with the selection process and evaluation criteria set forth in the RFP which included price, experience, work plan, financial resources, and references. In addition, all three proposers were interviewed by the evaluation committee. The Planning Center received consistently higher scores in most categories of the evaluation. While The Planning Center was not the lowest-cost bid, this firm was the highest ranked proposer. Furthermore, The Planning Center proposal offered a superior service and was determined to have more corporate qualifications and resources than the competing proposals.

DEBRIEFING

On May 1, 2008, the DRP notified the non-recommended proposers that their firms were not recommended for contract award based on the evaluation of their proposal. In addition, the DRP offered to debrief the non-recommended proposers on the proposal evaluations. One non-recommended proposer is satisfied with the results of the debriefing and indicated to the DRP that they would not continue with the protest process. The other non-recommended proposer did not submit the request for a debriefing by the deadline indicated on the May 1, 2008 notification.

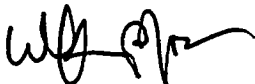
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not infringe on the role of the County in relationship to its residents. The County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted, stamped Board letter, and two original signature copies of the contract to the Director of Planning.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS
BWM:AO:lr

Attachment

c: County Counsel
Department of Regional Planning



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE PLANNING CENTER

FOR

**LOS ANGELES COUNTY GENERAL PLAN ENVIRONMENTAL
IMPACT REPORT, NOISE TECHNICAL STUDY AND
TRANSPORTATION TECHNICAL STUDY**

JUNE 2008

**LOS ANGELES COUNTY GENERAL PLAN ENVIRONMENTAL IMPACT REPORT,
NOISE TECHNICAL STUDY AND TRANSPORTATION TECHNICAL STUDY
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE PLANNING CENTER
FOR
LOS ANGELES COUNTY GENERAL PLAN ENVIRONMENTAL
IMPACT REPORT, NOISE TECHNICAL STUDY AND
TRANSPORTATION TECHNICAL STUDY**

This Contract and Exhibits made and entered into this 24th day of JUNE, 200_ by and between the County of Los Angeles, hereinafter referred to as County and THE PLANNING CENTER, hereinafter referred to as Contractor. CONTRACTOR is located at 1580 Metro Drive, Costa Mesa, CA 92626.

RECITALS

WHEREAS, the County may contract with private businesses for a comprehensive Environmental Impact Report (EIR) for the Los Angeles County General Plan, Noise Technical Study and Transportation Technical Study (County General Plan EIR and Technical Studies) when certain requirements are met; and

WHEREAS, CONTRACTOR is a private firm specializing in providing Comprehensive County General Plan EIR Services and Technical Studies; and

WHEREAS, COUNTY lacks the experience and resources necessary to provide a comprehensive County General Plan EIR and Technical Studies; and

WHEREAS, COUNTY is authorized by Government Code Section 31000 to Contract for such services, including those contemplated herein; and

Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 County Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by the County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing on or about July 15, 2008, following Board of Supervisors' award, unless sooner terminated, in whole or in part, as provided in this contract.
- 4.2 The Contractor shall notify the Department of Regional Planning (DRP) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DRP at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. Total charges shall not exceed the amounts set forth in the Proposal, as shown in *Exhibit B – Pricing Schedule*.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or

obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the DRP at the address herein provided in *Exhibit E - County's Administration*.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing*

Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Arthur Young, Contract Analyst
Department of Regional Planning
320 W. Temple Street., Rm. 1383
Los Angeles, CA 90012

5.5.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt

payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County's Project Manager and the County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge when assigned to County facilities.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor,

regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 The County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Acknowledgment and Confidentiality Agreement*", *Exhibit H*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of Planning or designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of Planning.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract, and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisor's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any

12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor

demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately

make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity,

or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the DRP will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the DRP shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors

shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all

covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the

Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to: Arthur Young, Contract Analyst, Department of Regional Planning, 320 W. Temple Street, Rm. 1383, Los Angeles, CA 90012 prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the

certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the

Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than

the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of Planning or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of Planning, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of Planning or designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of Planning or designee, determines that there are deficiencies in the performance of this Contract that the Director of Planning or designee, deems are correctable by the Contractor over a certain time span, the Director of Planning or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of Planning or designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the

Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or

services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to

California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the DRP from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit J* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Planning or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention

and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Appendix A – Sample Contract Los Angeles County General Plan Environmental Impact Report and Technical Studies February 2008 Page 39 Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a

period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles or Orange County, provided that if any such material is located outside Los Angeles or Orange County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the

County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract..

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every

Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to Arthur Young, Contract Analyst, Department of Regional Planning, 320 W. Temple Street, Rm. 1383, Los Angeles, CA 90012 before any Subcontractor employee may perform any work hereunder.

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY for provision of a County General Plan EIR and Technical Studies and CONTRACTOR has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contract Discrepancy Report
- 1.8 EXHIBIT H - Contractor Acknowledgment and Confidentiality Agreement
- 1.9 EXHIBIT I - Jury Service Ordinance
- 1.10 EXHIBIT J - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: THE PLANNING CENTER

By [Signature]
Name

Principal, Environmental Services
Title



ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By [Signature]

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By [Signature]

Principal Deputy County Counsel

COUNTY OF LOS ANGELES

By [Signature]
(Mayor/Chairman), Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHIA A. HAMAI
Executive Officer
Clerk of the Board of Directors

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30

JUN 24 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

76621

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties

shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County

may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 THIS SECTION IS INTENTIONALLY OMITTED

9.2 THIS SECTION IS INTENTIONALLY OMITTED

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having

withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract once Contractor has received payment in full. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original

materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as

required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, shall either:

- Procure for the County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

EXHIBIT A

STATEMENT OF WORK

FOR

**LOS ANGELES COUNTY GENERAL PLAN
ENVIRONMENTAL IMPACT REPORT, NOISE
TECHNICAL STUDY AND TRANSPORTATION
TECHNICAL STUDY**

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APPENDIX B

STATEMENT OF WORK

1.0 SCOPE OF WORK

In compliance with the California Environmental Quality Act (CEQA), the County of Los Angeles (County) requires the preparation of an Environmental Impact Report (EIR) to be completed in conjunction with its General Plan Update. In addition, the County requires the completion of a Noise Technical Study and a Transportation Technical Study. The projects described in this proposal includes specific requirements that will be considered as a part of the Scope of Work as defined in Section 2 below.

The County seeks a Contractor to serve as Project Manager and Primary Author for the Los Angeles County General Plan Environmental Impact Report, a County Noise Technical Study, and a County Transportation Technical Study (County General Plan EIR and Technical Studies). The preferred Contractor will have extensive experience in preparing Program EIRs for general plans, extensive experience in preparing technical reports, and will demonstrate their ability to prepare a comprehensive EIR in a timely manner. The County is seeking a comprehensive EIR that will be utilized in the evaluation of future projects throughout the unincorporated areas of the County. It is anticipated that certification of this document will allow for “tiering” of future environmental reviews and/or alleviate the need to prepare detailed subsequent environmental documentation for area plans, community plans and development projects consistent with the adopted General Plan.

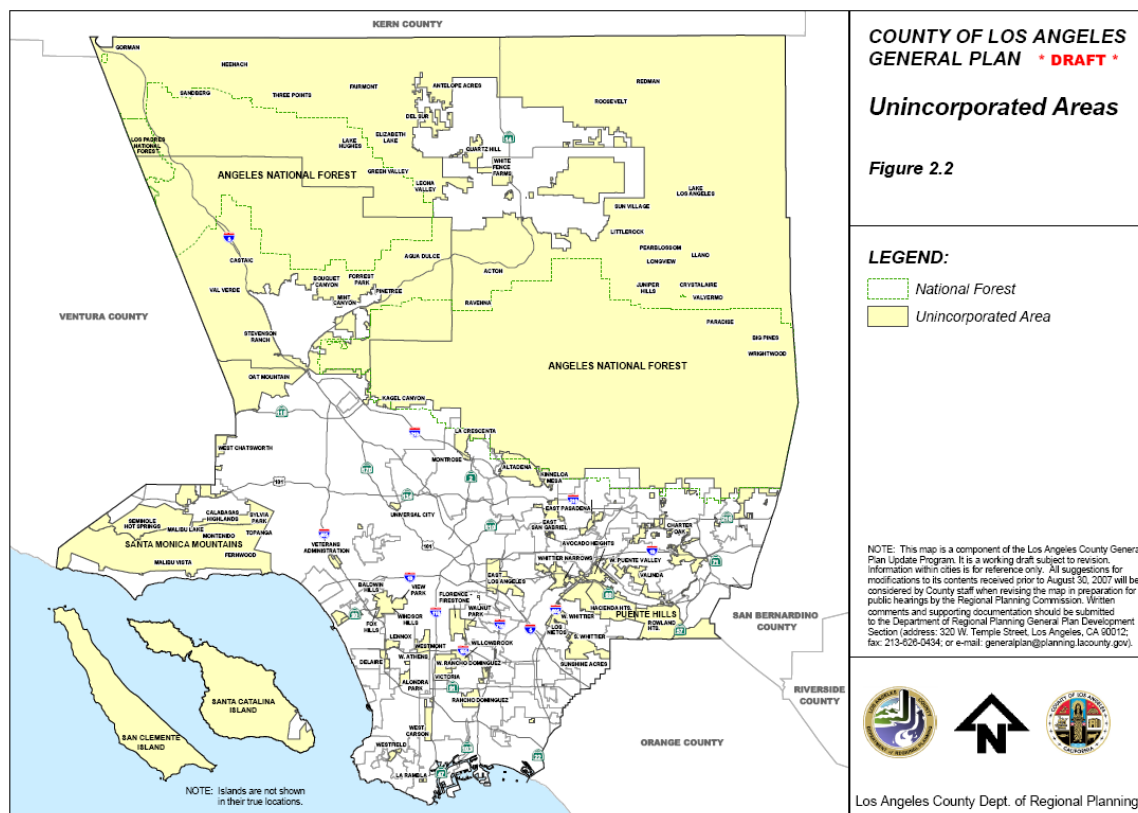
1.1 About Los Angeles County

Los Angeles County is located in Southern California. It is bordered on the east by Orange and San Bernardino Counties, on the north by Kern County, on the west by Ventura County, and on the south by 81 miles of Pacific

Ocean coastline. The County jurisdiction also includes the offshore Santa Catalina and San Clemente Islands.

Los Angeles County is one of the nation's largest counties, encompassing approximately 4,083 square miles. More than sixty five percent of the land area, or about 2,656 square miles, is unincorporated area. As of 2007, just over 1 million people are estimated to live in unincorporated areas of the County.

Figure 1 identifies the unincorporated areas of the County, along with their corresponding community names. California law requires each city and county to adopt a general plan “for the physical development of the county or city”. The Los Angeles County General Plan is the outline for growth and development in the unincorporated areas of the County. An online version of Figure 1 can be found at http://planning.lacounty.gov/doc/gp/gp2007/small_series/FIG_2-2_small_series_unincorporated_area_11x17.pdf

Figure 1: Unincorporated County Areas.

1.2 General Plan Function and Structure

A primary responsibility of the Los Angeles County Department of Regional Planning (DRP) is to provide long-range planning that guides land use decisions and development patterns in the unincorporated areas of the County. The General Plan is the primary document that the DRP utilizes in making land use and service development decisions. In addition, the General Plan is a tool that facilitates inter-agency and inter-jurisdictional collaboration to meet agreed upon countywide land use and service-related goals. It provides valuable information to regional agencies, incorporated cities, and individual communities in unincorporated areas on the development patterns in the County for the next 20 years so that they can plan their service needs accordingly and effectively.

Regional Agencies

In Los Angeles County, special district agencies and regional agencies make many decisions related to the provision and maintenance of urban services. For example, the County has numerous water districts, school districts, and sanitation district providers. All regional agencies with jurisdictional activities in the County are responsible for coordinating with County governments on policies and programs that affect the region, as their policies often affect the County's urban and rural form of development. As such, the General Plan is a vehicle for providing general policy guidance to all of the agencies, districts and governments that operate within the County's sphere of influence. Examples of the major regional agencies the County works with in close coordination include the Los Angeles County Metropolitan Transportation Authority (Metro), the Southern California Association of Governments (SCAG), and the Metropolitan Water District (MWD).

Incorporated Cities

There are 88 cities in Los Angeles County, the majority of which have their own General Plans that govern their individual jurisdictions. While the DRP is responsible only for the land use planning in unincorporated areas of the County, many other County agencies provide services to the unincorporated areas and many or all of the 88 incorporated cities. As such, the General Plan primarily focuses on the unincorporated areas. However, the General Plan does address regional issues that are countywide as appropriate, such as flood control or fire hazards.

Unincorporated Communities

The General Plan Elements are structured to address issues that transcend local community interests and are of countywide importance. However, in California, more local-level planning is carried out through community plans. Community plans, also referred to as area plans, are parts of the General Plan and focus on a particular region or community within the unincorporated areas of the County. A community plan is adopted by resolution as an

amendment to the General Plan (in the manner set out in the California Government Code §65350, et seq). It refines the policies of the General Plan as they apply to a smaller geographic area and is implemented by ordinances and other discretionary actions, such as zoning. A community plan must be internally consistent with the General Plan of which it is a part, meaning all principles, goals, objectives, policies, and plan proposals set forth in an area or community plan must work within the overall General Plan.

1.3 Community-Level Planning

The General Plan serves the entire unincorporated area of the County by providing general goals and policies that help to achieve countywide planning objectives. Additionally, the DRP is committed to a community-level planning approach that allows for more detailed and issue-specific planning that builds upon the General Plan. These plans are a legal part of the General Plan and thus will be included as part of the Environmental Impact Report. The following list comprises all of the current community-level plans in the unincorporated County,

Area Plans

- Antelope Valley Area Plan Adopted 1986
- Santa Clarita Valley Area Plan Adopted 1990
- Santa Monica Mountains North Area Plan Adopted 2000

Community and Neighborhood Plans

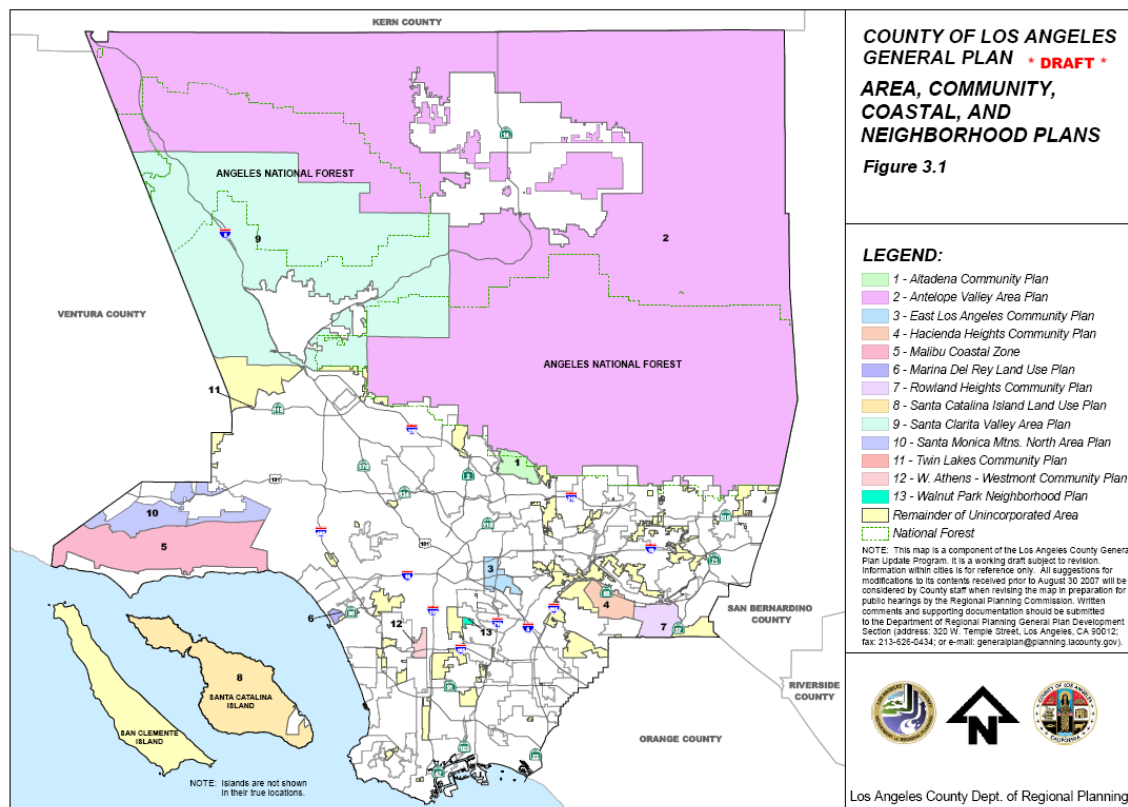
- Hacienda Heights Community Plan Adopted 1978
- Rowland Heights Community Plan Adopted 1981
- Diamond Bar Community Plan Adopted 1982
- Altadena Community Plan Adopted 1986
- Walnut Park Neighborhood Plan Adopted 1987
- East Los Angeles Community Plan Adopted 1988
- West Athens/Westmont Community Plan Adopted 1990
- Twin Lakes Community Plan Adopted 1991

Local Plans and Local Coastal Plans

- Santa Catalina Island Local Coastal Plan Adopted 1983
- Marina Del Rey Land Use Plan Adopted 1996
- Malibu Local Coastal Plan Adopted 1986
- Santa Monica Mountains Coastal Zone Plan Pending.

Figure 2 is a map of the unincorporated areas of the County that currently have a community-level plan. An online version of Figure 2 can be found at http://planning.lacounty.gov/doc/gp/gp2007/small_series/FIG_3-1_small_series_community_and_areawide_plans_11x17.pdf

Figure 2: Area, Community, Coastal and Neighborhood Plans.



1.4 2007 Draft Los Angeles County General Plan

The *Los Angeles County General Plan: Planning Tomorrow's Great Places* serves as the blueprint for future growth and development within the

unincorporated areas of the County. Through text and maps, the Plan expresses the County's long-term land use objectives and visions for the future. The General Plan is organized by topical chapters called elements, which define how the County will accommodate growth and protect environmental resources.

The DRP released a Draft Preliminary General Plan for public review in June 2007, and conducted community meetings throughout the summer to gather feedback and policy input. A thorough overview of the Draft Preliminary General Plan and its contents can be found online at <http://planning.lacounty.gov/spGPMain.htm>.

The current Draft General Plan consists of the following two chapters and eight elements that identify objectives, policies, development standards, and implementation programs for the unincorporated areas of the County:

- Introduction Chapter: Includes general goals and principles
- Background Chapter: Provides a regional context, and population, employment and housing statistics and projections.
- Land Use Element
- Mobility Element
 - Highway Plan (Sub-element)
 - Bikeway Plan (Sub-element)
- Air Resources Element
- Conservation and Open Space Element
- Noise Element
- Safety Element
- Public Services and Facilities Element
- Economic Development Element
- The County Housing Element: The County Housing Element, which is required to be updated every five years, is a separate document that is being prepared outside of the scope of the General Plan Update.

1.5 General Plan Policy Issues

The project involves the adoption and implementation of a Comprehensive Update and Amendment to the Los Angeles County General Plan of 1980. The amended General Plan primarily focuses on the unincorporated areas of the County, although certain services and land use issues transcend jurisdictional boundaries. In addition to technical changes, the incorporation of new legal planning requirements, and the addition of new goals and policies for each element, the major changes associated with the General Plan Update include:

1. **Population Projections**: Revisions to growth policies based on updated population, housing, and employment projections out to year 2030 on a sub-regional level.
2. **Significant Ecological Areas Program**: Revisions to and expansion of the boundaries of Significant Ecological Areas (SEA) to reflect the work of a SEA Update Study that began in 2000. The SEA Update included comprehensive biological studies, fieldwork, the creation of policy standards, and procedures modification related to the management of SEAs.
3. **Land Use**:
 - a. **Land Use Policy Maps**: Technical conversion of all land use policy maps to a digital Geographic Information Systems (GIS) format and the realignment of boundaries to reflect parcel boundaries; revisions to all land use policy maps to reflect recent city incorporations and annexations; the re-adoption of land use policy maps for all area and community plans to reflect these technical updates; and a new land use legend with additional and changed land use categories.
 - b. **Land Use Policy Update**: Incorporates a revised land use policy map legend that calculates land use densities on a net acre as opposed to gross acre; incorporates updated County policy on land use strategies, including Transit Oriented Development,

mixed-use, affordable housing, density bonuses, etc.; major emphasis is placed on sustainability and new County practices and programs that achieve sustainability and “green” goals.

- c. Community-Level Planning Program: The creation of a program to provide a community-level planning document for all areas of the County currently not covered by a plan, and to update the existing area and community plans; the creation of interim, GIS digitized land use policy maps for the communities currently without a community-based plan, and the proposal to change minimum parcel land use designations to reflect land uses that were not accurately portrayed in the previous adopted land use map.

4. **Mobility:**

- a. Policy Maps: Revisions to transportation policy maps to reflect planning updates at the County and regional level; revisions to the County Highway and Bikeway Plans; the addition of policies that promote alternative forms of transportation and a focus on a countywide strategy to address circulation and transportation infrastructure issues; and the moving of the Scenic Highway Sub-element to the Scenic Resources section of the Conservation and Open Space Element in the General Plan.

5. **Air Resources:**

- a. The creation of an Air Resources Element to address countywide goals and policies related to air quality issues, global warming impacts and State Law AB 32, and greenhouse reduction programs.

6. **Conservation and Open Space:**

- a. Laws and Requirements: Revisions to the Conservation and Open Space Element to reflect major changes in laws and current planning related to watershed planning and abatement of pollution from storm water runoff; and policies that promote

increased sustainable practices, resource conservation, open space preservation, agricultural activities, and mineral resource protection.

7. **Noise:**

- a. **Laws and Requirements:** Revisions to reflect major changes in laws and current planning laws and County ordinances related to noise abatement.
- b. **Mapping:** The incorporation of Community Noise Equivalent Level (CNEL), airport noise and other sound measuring data on GIS maps.

8. **Safety:**

- a. **Laws and Requirements:** Revisions reflect major changes in laws and current planning related to natural hazards, such as seismic mapping, flood zones, and wildfires; inclusion of threats from man-made hazards, such as bio-terrorism; update to operational safety and emergency plans in the County.

9. **Public Services and Facilities Element:**

- a. **Service and Infrastructure Planning:** The Element reflects the planning assumption that development must be done in conjunction with service infrastructure and service capacity enhancements and planning.
- b. **Funding:** Discusses the replacement of the County Development Monitoring System (DMS) with other service capacity tracking as required by State laws.

10. **Economic Development Element:**

- a. **Data Update:** Revisions reflect current conditions, economic data, and County programs related to economic development activities in unincorporated County areas.
- b. **County Strategic Economic Policy Program:** The creation of a countywide strategic economic policy plan that is being created in conjunction with the Los Angeles County Community

Development Commission (CDC) and other economic development stakeholders in the County.

11. **Additional Technical Changes:**

- a. The updated General Plan will not have a Water and Waste Management Element. These issues are now covered in detail within the Public Services and Facilities Element and the Conservation and Open Space Element.
- b. The updated General Plan will not have an Implementation Element. All implementation measures are now included at the end of each Element under *Action Programs*.
- c. Changes to boundaries of local community and area plans due to annexations or incorporations.

1.6 Noise Technical Study

The Contractor will prepare a Noise Technical Study that will provide the technical background information for the General Plan Noise Element. Topics covered in the Technical Noise Study will include background information on noise, health effects related to noise pollution, methodologies used to monitor and model noise levels throughout the County, the results of a noise monitoring program, and the noise contours for the County.

The Noise Element, including the Noise Technical Study, follows the revised State guidelines ("General Plan Guidelines," Governors Office of Planning and Research, October 2003) and State Government Code Section 65302(f). The Element quantifies the community noise environment in terms of noise exposure contours for both near and long-term levels of growth and traffic activity. The information will become a guideline for the development of land use policies to achieve compatible land uses and provide baseline levels and noise source identification for local noise ordinance enforcement.

1.7 Transportation Technical Study

The Contractor will prepare a Transportation Technical Study that will provide a summary of transportation and circulation existing conditions based on a combination of data provided by the County, selected field reviews in areas

where existing data is significantly out of date or missing, and may also use information from the statewide Highway Performance Monitoring System (HPMS) database to supplement existing arterial and street system data. This report will include but is not limited to:

- **Existing Traffic Volumes and Levels of Service:** Total daily traffic volumes on the County's highway system will be documented and described in general terms. Generalized daily levels of service will be calculated for roadway segments where existing traffic data is available based on existing County guidelines for daily capacities for various arterial and street classifications. Existing peak-hour and/or daily street segment traffic count information will be obtained from local jurisdictions, the County or Caltrans and will be cataloged and reviewed. If necessary, the Contractor team will collect new traffic counts along selected roadway segments.
- **Identifying Transportation Issues:** The Contractor will work with County planning and/or public works staffs to identify key circulation issues and develop input into identification of future alternatives for evaluation.
- **Reviewing Future Traffic Forecasts:** Traffic forecasts for the future conditions will be developed using the SCAG Regional Travel Demand Model, or any other appropriate regional forecasting tool. Use of the SCAG model will provide the most consistency with overall regional land use policies and the Regional Transportation Plan improvements, and will allow for multi-modal analysis. If necessary, the Los Angeles County Metro model will also be consulted for any future infrastructure improvement and investment plans.

The Transportation Technical Study will provide input to the draft Mobility Element for inclusion in the General Plan Update and EIR.

1.8 Introduction to Scope

CEQA requires preparation and consideration of an EIR in cases where significant impacts can be anticipated. The amendments to the General Plan propose changes that require this form of review. When revisions are made to a general plan, the EIR must evaluate the proposed revision's effects on both

the existing physical conditions of the actual environment and the environment envisioned by the existing general plan (Environmental Planning and Information Council v. County of El Dorado (1982) 131 Cal.App.3d 354). The intent of an EIR is to inform decision makers and the public of potential significant environmental effects of a project (in this case the revision to the General Plan); to propose mitigation measures, and where feasible, to reduce significant impacts; and to examine alternatives to the proposed project that could reduce or avoid potential environmental impacts.

The Proposer shall be responsible for the preparation of documents associated with all the steps of the CEQA/EIR process including Response to Comments, Findings, and any necessary Statement of Overriding Considerations, in addition to supporting County staff with meetings, scheduling, noticing, and mailing. Direction and oversight of the County General Plan EIR and Technical Studies will be provided by the DRP, and must ultimately be heard by the Regional Planning Commission and the Board of Supervisors (Board). In addition, the Proposer shall be responsible for the preparation of a Noise Technical Study and the preparation of a Transportation Technical Study.

1.9 Work Program

The Proposer shall submit a work program and prepare a Noise Technical Study, Transportation Technical Study, and Final County General Plan EIR, including all necessary intermediate steps, to achieve the final product as identified in sub-paragraph 1.10 *Tasks: Los Angeles County General Plan EIR*; sub-paragraph 1.11 *Tasks: Los Angeles County Noise Technical Study*; and subparagraph 1.12 *Tasks: Los Angeles County Transportation Technical Study*. The County General Plan EIR and Technical Studies are to be certified by the Board concurrently with their adoption of major amendments to the Los Angeles County General Plan.

The Proposer, in preparing a work program, should be guided by, but is not required to strictly adhere to, the task sequence or contents of individual tasks that are outlined below, in addition to the impact thresholds as outlined in

Appendix G of the State of California CEQA guidelines, provided that the work program that is submitted represents a sound, credible plan for achieving the desired final product. Equally important, all tasks, procedures, notification requirements, and document contents must adhere to the requirements of CEQA and the CEQA Guidelines, including any amendments that may become effective during the preparation of the Final County General Plan EIR.

This General Plan County EIR should be prepared as a Tier 1 EIR at the level of analysis suitable for a General Plan EIR, as provided in section 15152 of the CEQA Guidelines.

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1.10 Tasks: Los Angeles County General Plan EIR

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 1	<p><u>Hold organizational meeting(s) with County staff</u> – On award of Contract, conduct a series of organizational tasks as follows:</p> <ul style="list-style-type: none"> • Introduce Contractor staff involved in the work program. • Review the proposed work program and schedule, and revise these as necessary to reflect the objectives of the work program. • Establish coordination procedures for the Contractor and the County Project Manager and staff, including a schedule of meetings. • Review and confirm overall planning objectives and significant issues to be addressed in the Draft County General Plan EIR. • Obtain copies of existing documents, maps, and pertinent materials that pertain to the work program. 	N/A	Month 1	Meeting participant; approve any revised scope objectives; relevant document transferral.
Task 2	<p><u>Prepare an Initial Study based on a review of the Draft General Plan and community plans:</u></p> <ul style="list-style-type: none"> • Review Draft General Plan and existing community and area plans with accompanying CEQA review documents and provide recommendations on the plan's format and content, including any policies that may be incorporated to reduce environmental impacts. • Prepare and distribute an Initial Study. 	<p><i>1: Initial Study.</i></p> <p><i>2: List of recommended policies.</i></p>	Month 1-2	Approval of Initial Study.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 3	<u>Prepare project schedule indicating key product milestones or deadlines, review periods, and public hearings.</u>	3: Project Schedule.	Month 1-2	County review and approval of Project Schedule.
Task 4	<u>Prepare an outline of the content of the County General Plan EIR:</u> <ul style="list-style-type: none"> Submit to the County for review and approval. This outline will include a listing of pertinent reports and studies that will be used to analyze impacts in the EIR. 	4: Draft County General Plan EIR Outline and Format.	Month 1-2	County review and approval of Draft County General Plan EIR Outline.
Task 5	<u>Prepare and distribute the Notice of Preparation (NOP) for agency and public review and scoping meetings:</u> <ul style="list-style-type: none"> Conduct scoping meetings with responsible and trustee agencies. Prepare the NOP which briefly describes the amendments to the adopted General Plan and the environmental issues and factors to be addressed in the Draft County General Plan EIR per Section 15082 of the CEQA Guidelines. Transmit the NOP to the State Clearinghouse, and all agencies, organizations and persons on the General Plan mailing notification list. Analyze comments received on the NOP and prepare a summary of responses received from agencies and the public following the posting of the NOP. 	5: Notice of Preparation. 6: State Clearinghouse Identification Number. 7: Summary of Responses to the NOP.	Month 1-2	Support as necessary.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 6	<p><u>Develop Impact Analysis Methodologies, and Identify Data Needs for CEQA thresholds:</u></p> <ul style="list-style-type: none"> Define impact analysis methodologies for each threshold in Appendix G of the State CEQA law. Determine and request data needs for the preparation of the Draft County General Plan EIR. Additional data needs are limited to information, which has not been obtained through the County. The Contractor will inform the Project Manager in writing of any additional data and analysis needs in accordance with the Project Schedule in advance of any out of scope work and shall not proceed without advanced written authorization from the County. 	<p><i>8: Write-up of the defined thresholds of significance and impact analysis methodologies for each environmental factor and resource area, and any additional data needs as deemed necessary.</i></p>	Month 3	<p>County staff will assist environmental factors and issues and will approve thresholds, methodologies, and data needs, and will review the request for additional data analysis and whether the additional data request is valid in terms of legal adequacy under CEQA.</p>

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 7	<p><u>Prepare Environmental Setting and develop forecasted growth assumptions:</u></p> <ul style="list-style-type: none"> Describe the location and environmental setting of the Draft General Plan, including a discussion of the build-out capacity of the General Plan and the following: current population/housing estimates and projections, land use, environmental resources, an assessment of current public facilities (transportation, water supply, air quality and waste disposal) and their capacities, potential geological hazard areas, and noise generation sources. The Contractor shall analyze, compile and present data provided by the DRP regarding land use policy maps, revisions to SEA boundaries and regulations, Airport CNEL contours; Los Angeles County Public Works (Highway Plan, Integrated Waste Management Plan); local water districts (Urban Water Management Plans—required by the state starting January 1, 2001); Air Quality Management District (AQMD); Southern California Association of Governments (SCAG) (population and housing estimates/projections) and potential geological hazard areas (State of California) and other relevant sources. Use data to conduct a theoretical build-out analysis and reasonable growth scenarios for the year 2030. Development of forecasted growth assumptions, including a proposed General Plan scenario, a cumulative growth scenario, and a maximum growth scenario. 	<p><i>9: Draft of Location/Environmental Setting. (As a part of describing the environmental setting, databases should be developed that provide baseline information for general assessment of development impact on water supply, air quality, and waste disposal as they pertain to the unincorporated areas of the County.).</i></p>	Month 3-4	County review and approval of the three growth scenarios.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 8	<p><u>Prepare Matrix of Environmental Impact Analysis:</u></p> <ul style="list-style-type: none"> Assess the project's potential environmental impacts and the significance of these impacts. Create matrix describing the environmental analysis based on selected thresholds of significance. At a minimum, the following environmental issues will be addressed: <p><u>Agriculture</u> Identify all prime agricultural lands and farmlands of statewide importance based on inventory and existing County data. Discuss the potential impacts of General Plan build-out on agricultural activities. Consider and evaluate potential impacts to agriculture and open space.</p> <p><u>Air Quality</u> Prepare a technical report describing the regional setting, ambient air quality standards, and air quality trends based on monitoring data provided by the Air Quality Management District. The impact analysis will discuss (1) whether the plan would cause ambient air quality to degrade below National or State Air Quality Standards and (2) whether the plan would be considered to be consistent with the adopted Air Quality Attainment Plan (AQAP). The plan's contribution to cumulative air quality impacts would also be based on whether the plan would be consistent with the AQAP. Inconsistency with the AQAP would be considered to result in significant impacts. An URBEMIS model will be used to estimate rates of criteria pollutants from motor vehicles associated with growth under build-out of the adopted plan and the preliminary plan. In order to develop the cumulative analysis, it is assumed that existing information included in the region's AQAP will be sufficient to make a determination of consistency.</p>	<p><i>10: Write-up on development of impact assessment criteria and tables summarizing the environmental analysis including a synopsis of the specific impacts.</i></p>	Months 4-6	Support as necessary.

<p>Task 8 Cont.</p>	<p><u>Biological Resources</u> Based on the new updated SEAs study, identify important biological resources including habitats and individual species. Evaluate the potential effects of Plan build out on sensitive biological resources. Evaluate the relationship of the Preliminary General Plan to the adopted multiple species planning goals of local, State, and Federal governments.</p> <p><u>Cultural Resources</u> The Cultural Resources section will summarize the historic setting from the Conservation/Open Space Element. The impact analysis will summarize local, County, state and federal laws applicable to the protection of cultural resources. Proposed policies in the Land Use Element or other elements of the Preliminary Draft General Plan will be evaluated for impact under CEQA. Cumulative impacts from development within cities, and lands under the jurisdiction of state and federal agencies will be qualitatively discussed based on available information. Field surveys to verify the presence or absence of sensitive cultural resources are not proposed.</p> <p><u>Paleontological Resources</u> The Paleontological Resources section will summarize the effects of development on the County's significant paleontological resources. These resources will be identified using readily available data including local, State, and federal databases. The impact analysis will summarize all applicable protections of such resource, including policies contained within the Conservation Open Space Element and other elements within the Preliminary Draft General Plan.</p> <p><u>Geology/Soils</u> For the Geology section of the Draft County General Plan EIR, the Contractor will summarize the geologic setting from the Safety Element. Major faults, seismicity,</p>			
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<p>Task 8 Cont.</p>	<p>geologic formations, and soil/erosion data will be provided based on readily available published material. The impact analysis will review policies proposed in the Safety Element and Land Use Element or other policies. Potential geologic impacts associated with the implementation of the proposed plans will be divided into exposure of new development to existing hazards (e.g. seismic hazards), and creation of impacts by new development (e.g. increased erosion, slope failure, etc.) No parcel specific impacts will be discussed. Field inspections to verify data are not proposed. Cumulative impacts from development within cities, and lands under the jurisdiction of state and federal agencies will be qualitatively discussed based on available information.</p> <p><u>Hydrology/Water Quality</u> Information on major flood prone areas will be summarized from background data and the Safety Element. The assessment of risk will focus on policies contained in the Safety Element and their potential to minimize risk to public health and safety. Identify potential conflicts between Preliminary General Plan build-out and identified major floodplains. This section will discuss potential surface runoff impacts from Plan build-out that would result from increased impermeable surface area. This section will also discuss potential water quality impacts associated with increased surface runoff contaminants including hydrocarbon (gas/oil) products as well as litter accumulating on paved areas, herbicides/pesticides from landscaped as well as agricultural areas, and erosion during and after construction. Identify surface and subsurface water bodies that would be particularly sensitive to diminished water quality and discuss potential impacts from General Plan build-out.</p> <p><u>Land Use</u> Identify any potential land use conflicts resulting from the juxtaposition of proposed land use designations. This</p>			
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Task 8 Cont.	<p>section will discuss consistency issues between the Land Use Element and other County ordinances and policies including the Zoning Ordinance and Hillside Management Policy.</p> <p><u>Mineral Resources</u> Identify significant mineral resources. Assess the potential impacts of the Preliminary General Plan land use designation on significant mineral deposits. Discuss the nature and extent of need of mineral resources to support development forecast in the Preliminary General Plan.</p> <p><u>Noise</u> Information for the noise section of the Draft County General Plan EIR will be summarized from the draft Noise Element. Data and analysis will be contained in a Noise Technical Appendix. The Draft County General Plan EIR will summarize applicable standards and land use compatibility noise thresholds. The regional setting will be described using information contained in the Noise Element. Major noise sources will be described including railway, airplane and roadways. No parcel specific analysis is proposed. Field inspections to verify data are not proposed. The impact assessment will consider the criteria used in the Noise Element and criteria identified in the California Administrative Code Title 21 and Title 24. No parcel specific analysis or field verification of noise levels is proposed. The impact analysis will evaluate land use compatibility assuming Noise Element standards described in the Noise Element are adopted.</p> <p><u>Population and Housing</u> Data on existing and projected population and housing counts will be based on available data gathered through the General Plan update program. Describe the anticipated impacts of projected population, and housing growth based upon the build-out of the Draft General Plan. These projections will be evaluated for consistency</p>			
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<p>Task 8 Cont.</p>	<p>with census data, and forecasts developed by the County, SCAG and the Department of Finance Demographic Research Unit. Physical effects on the environment associated with changes to the population and housing conditions of the County will be identified.</p> <p><u>Public Services and Facilities</u> Coordinate with County staff and affected public service and utility providers to assess potential impacts of the Draft General Plan. The following services, facilities and utility systems will be analyzed:</p> <ul style="list-style-type: none"> • Sewer/Wastewater; Water Supply; Schools; Fire; Police; Electricity; Solid Waste Disposal; Public Transit; Libraries <p>Letters describing the General Plan Update will be sent to all service and utility agencies. Answers will be requested, as appropriate, to document existing and planned facilities, current and projected usages, and excess capacities. Additional infrastructure and services capacity required to meet project needs associated with build-out under the Draft General Plan will be described. Anticipated impacts will be assessed based upon a comparison of the increased demand for services and utilities and the ability of the County and other utility districts to accommodate this increased demand.</p> <p><u>Recreation</u> Coordination with the County Department of Parks and Recreation to document existing and planned recreational facilities, and current and projected recreational facilities and current and projected recreation demand. Anticipated impacts will be assessed based upon a comparison of the increased demand for recreation facilities based on Department of Parks and Recreation generation rates and the ability of the County to accommodate this increased demand.</p>			
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<p>Task 8 Cont.</p>	<p><u>Transportation/Circulation</u> Analysis based entirely upon information used to prepare the Mobility Element. Identify build-out traffic conditions based on a traffic study focusing on road segments and intersections with unacceptable levels of service. Evaluate impact of the General Plan build-out on state and federal highways. Evaluate impact on pedestrian, bicycle, and transit viability. Evaluate the effectiveness of Draft General Plan in encouraging alternative forms of transportation as a means of reducing automobile traffic. Evaluate the Draft General Plan build-out on traffic conditions in relationship to the goals of the Regional Congestion Management Plan for the unincorporated areas of the County. Identify modifications to the circulation system to reduce build-out congestion. If modifications to the circulation system are identified, the modifications must be reflected in the Mobility Element. Identify transportation demand/system management techniques that could be incorporated into future development to reduce traffic congestion.</p> <p><u>Utilities/Service Systems</u> Based on the background information, evaluate the abilities of public agencies and special districts providing electricity, sewage treatment, and water to meet demand created by Plan build-out. Identify any infrastructure improvements needed to enable responsible service providers to meet anticipated demand.</p> <p><u>Global Warming</u> Address the implications of the general plan policies on global warming and California Law AB32.</p> <p><u>Health and Safety</u> This section will assess impacts on health and safety as identified in the Safety Element.</p>			
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Task 8 Cont.	<p><u>Cumulative Impacts</u> Provide a separate chapter that identifies other surrounding areas where future development could combine with build-out under the Draft General Plan to create significant cumulative impacts. By necessity, this discussion will be qualitative rather than quantitative. Regional plans will be used for baseline information wherever possible (e.g., Regional Transportation Plan). Cumulative impact issues to be discussed, at a minimum, will include:</p> <ul style="list-style-type: none"> • Air Quality • Biological Resources • Cultural Resources and Scenic Resources • Hydrology/Water Quality • Noise • Population/Housing • Public Facilities • Transportation • Utilities/Service Systems <p><u>Long Term Environmental Effects</u> Discuss growth-inducing impacts, and significant irreversible environmental changes associated with plan build-out. Determine if the draft general plan fosters economic or population growth, removes obstacles to growth, taxes community service facilities and encourages or facilitates other activities that cause significant environmental effects. This includes estimates of amount, location, and time frame of growth to occur as a result of the project; apply impact assessment methodology; and determine significance of secondary impacts from growth.</p> <p>Discuss how the development that would occur under build-out of the General Plan would affect natural resources including agriculture, biological resources, mineral resources, and water resources. Summarize all significant, irreversible impacts that could occur with the implementation of General Plan.</p>			
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Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 9	<p><u>Develop a Range of Alternatives:</u> Develop a reasonable range of alternatives that 1) are consistent with project objectives, 2) substantially lessen one or more significant environmental impacts, and 3) are feasible based on economic, social, legal and technical considerations. Possible alternatives include the following:</p> <ul style="list-style-type: none"> • Only Infill Development. With the possible establishment of an urban growth limit line. • No Growth. Reduce existing General Plan. • Mix of Infill and Outlying Area Development. • No Project. Build-out under the current General Plan. • Other reasonable alternatives to be developed with input of Contractor. 	<p><i>11: Report on list of alternatives and selection process. This product should include a table comparing and contrasting the environmental impacts of the proposed project and alternatives identified.</i></p>	Month 7	County review and selection of a set of proposed alternative scenarios.
Task 10	<p><u>Prepare one or more Screen-check versions of the Draft County General Plan EIR:</u></p> <ul style="list-style-type: none"> • Prepare a screen-check draft of the Draft County General Plan EIR to the satisfaction of the County Project Manager. The focus will be on the impacts that would occur from build-out under the Draft General Plan when compared to existing conditions. • Distribute the Screen-check Draft County General Plan EIR to County staff for internal review. <p>The Draft County General Plan EIR will utilize technical reports and background information produced in Tasks 3 through 9 as well as adopted and/or final regional studies (e.g., Regional Air Quality Strategy, population forecasts, Regional Transportation Plan) and any other data obtained as a result of the development of thresholds and methodologies. The impact analysis will focus on the consequences of implementing goals, objectives, and maps of the various Draft General Plan elements and community plans as well as development under the proposed Land Use Plan. Mitigation measures will</p>	<p><i>12: Screen-check(s) Draft County General Plan EIR(s) shall be produced until the product is satisfactory to the County.</i></p>	Month 8-9	County review and approval. Support as necessary.

Task 10 Cont.	reference specific goals, policies, and objectives contained in Draft General Plan and the associated Implementation Action Programs. Project-level studies and mitigation relating to future discretionary actions will be identified when possible. The Draft County General Plan EIR should also include a table of contents, executive summary, introduction, environmental setting, significant irreversible environmental changes, growth inducement, references, and individuals and agencies consulted.			
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Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 11	<p><u>Develop Mitigation Measures for Identified Project Impacts</u> – Depending upon the impact, these measures designed to:</p> <ul style="list-style-type: none"> Avoid impacts; minimize impacts; rectify impacts; reduce or eliminate impacts; or compensate for the impact. <p>The table(s) should include a synopsis of the specific impacts and mitigation measures associated with each major issue, and a determination of significance after mitigation.</p>	13: <i>Report listing mitigation monitoring measures.</i>	Month 10	County assistance as necessary.
Task 12	<p><u>Develop Mitigation Monitoring and Reporting Plan (MMRP)</u></p> <p>Develop a plan for the monitoring and implementation of mitigation measures described in Task 11. Task includes the compilation of a matrix that lists mitigation measures, identification of relevant enforcement agencies, a program for enforcing each of the mitigation measures, and the timing of implementation. Produce a draft MMRP that will identify all mitigation measures required to avoid or reduce significant environmental impacts and identify the timing and entity responsible for their implementation in accordance with Public Resources Code Section 21081.6(a)(1), CEQA Guidelines Section 15091 and the Project Schedule.</p>	14: <i>Draft Mitigation Monitoring and Reporting Plan (At a minimum, the MMRP must include the following for each change, condition, or measure: 1) implementation phase or milestone; 2) the party responsible for implementation; 3) the party responsible for monitoring; and 4) compliance verification criteria.).</i>	Month 11	County review and approval.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 13	<u>List all references cited in the County General Plan EIR and identify participants in the preparation of the Draft County General Plan EIR and their role.</u>	15: <i>List of references.</i>	Month 11	N/A
Task 14	<u>Prepare Draft County General Plan EIR:</u> <ul style="list-style-type: none"> Incorporate staff comments on the Screen-check draft(s) of the Draft County General Plan EIR and prepare a Draft County General Plan EIR to be circulated to all relevant agencies and interested members of the public, in conjunction with the release of the Draft General Plan. 	16: <i>Draft County General Plan EIR.</i> <ul style="list-style-type: none"> <i>Fifty (50) hard copies.</i> <i>One Hundred (100) compact discs.</i> 	Month 11	Regional Planning Commission (RPC) hearing will be held on Draft County General Plan EIR.
Task 15	<u>Provide Public Notice of the Availability of the Draft County General Plan EIR and participate in public hearings before the Regional Planning Commission:</u> <ul style="list-style-type: none"> Prepare and distribute 'Notice of Availability' of the Draft County General Plan EIR to the General Plan Notification List. Distribute copies of the Draft County General Plan EIR to the State Clearinghouse, appropriate public agencies, and to designated public libraries. Prepare and file 'Notice of Completion' with State Clearinghouse per Section 15085 of the CEQA Guidelines. 	17: <i>Notice of Availability.</i> 18: <i>Notice of Completion.</i>	Month 11	Review and approve.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 16	<p><u>Respond to comments of reviewing agencies and the public, and draft a MMRP:</u></p> <ul style="list-style-type: none"> Evaluate public comments on the Draft County General Plan EIR received from reviewing agencies and the public. Prepare written draft of 'Response to Comments.' The Contractor shall respond to comments received during the noticed comment period and any extensions authorized by the County, and may respond to late comments as directed by the County Project Manager per Section 15088 of the CEQA Guidelines. The 'Response to Comments' may require revisions to the Draft County General Plan EIR, or may be included as a separate section in the Final County General Plan EIR per Section 15088 of the CEQA Guidelines. Re-circulate Draft County General Plan EIR in accordance with Section 15088.5 of the CEQA Guidelines, if necessary. 	<i>19: Written draft of Response to Comments.</i>	Month 12	Board hearing will be held on Draft County General Plan EIR.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 17	<p><u>Prepare Final County General Plan EIR and accompanying materials:</u></p> <ul style="list-style-type: none"> • Prepare Final County General Plan EIR, which should include 1) Draft County General Plan EIR; 2) Copies of comments received during public review; 3) Lead Agency responses to comments received; 4) List of persons or entities commenting on Draft County General Plan EIR; 5) draft of Statement of Overriding Considerations, if determined to be necessary; and 6) MMRP. • Prepare the Environmental Findings for incorporation into the resolution for adoption by the Board. 	<p>20: Final County General Plan EIR, Environmental Findings.</p> <ul style="list-style-type: none"> • <i>Fifty (50) hard copies.</i> • <i>One Hundred (100) compact discs.</i> 	Month 12	N/A

1.11 Tasks: Los Angeles County General Plan Noise Technical Study

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 1	<u>Hold organizational meeting(s) with County staff</u> – On award of Contract, conduct a series of organizational tasks as follows: <ul style="list-style-type: none"> • Introduce Contractor staff involved in the work program. • Review the proposed work program and schedule, and revise these as necessary to reflect the objectives of the work program. • Establish coordination procedures for the Contractor and the County Project Manager and staff, including a schedule of meetings. • Review and confirm overall planning objectives and significant issues to be addressed in the Draft County General Plan EIR. • Obtain copies of existing documents, maps, and pertinent materials that pertain to the work program. 	N/A.	Month 1	Meeting participant; approve any revised scope objectives; relevant document transferral.
Task 2	<u>Data Research and Collection:</u> <ul style="list-style-type: none"> • Collecting data from the various agencies and departments that will have existing and projected data on noise contours for airports, roads, transportation systems, etc. • Field reviews to supplement any data that is missing or is significantly out of date. 	<i>1. Summarized report of data findings.</i>	Month 1-2	Approval of data findings.
Task 3	<u>Preparation of Noise Contour Maps.</u>	<i>2. County Noise Contour Maps.</i>	Month 3	Approval of maps.
Task 4	<u>Preparation of Draft Technical Noise Study.</u>	<i>3. Draft Technical Noise Study.</i>	Month 4	Approval of Draft.
Task 5	<u>Preparation of Final Technical Noise Study.</u>	<i>4. Draft Final Technical Noise Study.</i>	Month 4	Approval of Final report.

1.12 Tasks: Los Angeles County General Plan Transportation Technical Study

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 1	<p><u>Hold organizational meeting(s) with County staff</u> – On award of Contract, conduct a series of organizational tasks as follows:</p> <ul style="list-style-type: none"> • Introduce Contractor staff involved in the work program. • Review the proposed work program and schedule, and revise these as necessary to reflect the objectives of the work program. • Establish coordination procedures for the Contractor and the County Project Manager and staff, including a schedule of meetings. • Review and confirm overall planning objectives and significant issues to be addressed in the Draft County General Plan EIR. • Obtain copies of existing documents, maps, and pertinent materials that pertain to the work program. 	N/A.	Month 1	Meeting participant; approve any revised scope objectives; relevant document transferral.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 2	<p>Describe Existing Setting:</p> <ul style="list-style-type: none"> • Prepare a summary of transportation and circulation existing conditions based on a combination of data provided by the County, selected field reviews in areas where existing data is significantly out of date or missing, or by using information from the statewide Highway Performance Monitoring System (HPMS) database to supplement existing arterial and street system data. • The functional classification and related standards of the County street system will be described. • Existing Traffic Volumes and Levels of Service. Total daily traffic volumes on the County's highway system will be documented and described in general terms. Generalized daily levels of service will be calculated for roadway segments where existing traffic data is available based on existing County guidelines for daily capacities for various arterial and street classifications. Existing peak-hour and/or daily street segment traffic count information will be obtained from local jurisdictions, the County or Caltrans and will be cataloged and reviewed. If necessary, the Contractor team will collect new traffic counts along selected roadway segments. 	<i>1: Existing Setting Draft.</i>	Month 2-3	Approval of Existing Setting.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 3	<p>Identify Transportation Issues:</p> <ul style="list-style-type: none"> Identify the full range of transportation issues that should be addressed in the General Plan Plan Update. The Contractor will work with County planning and/or public works staffs to identify key circulation issues and develop input into identification of future alternatives for evaluation. 	2: <i>List of identified transportation issues.</i>	Month 3-4	Review with County.

Task	Contractor Tasks	Contractor Product	Schedule	County Task
Task 4	<u>Review Future Traffic Forecasts:</u> <ul style="list-style-type: none"> Traffic forecasts for the future conditions will be developed using the SCAG Regional Travel Demand Model, or any other appropriate regional forecasting tool. Use of the SCAG model will provide the most consistency with overall regional land use policies and the Regional Transportation Plan improvements, and will allow for multi-modal analysis. If necessary, the Los Angeles County Metro model will also be consulted for any future infrastructure improvement and investment plans. Forecasts will be developed for both the existing (base condition) and Year 2030 future alternative based on the information in the SCAG RTP model database. For the existing Year 2007 conditions, the SCAG 2007 RTP unadjusted model will be used. For the Year 2030 analysis, the Year 2030 RTP adjusted model will be used. In coordination with County staff and the Contractor team, model's traffic analysis zonal (TAZ) land use input assumptions within the targeted change areas will be reviewed and/or developed for the existing and future land use scenario. Model runs will be completed and daily traffic volume (ADT) projections will be developed by segment for the highway system. 	3: <i>Future Traffic Forecasts.</i>	Month 4-5	
Task 5	<u>Prepare Draft Technical Transportation Study.</u>	4. <i>Draft Technical Transportation Study.</i>	Month 5	Approve.
Task 6	<u>Prepare Final Technical Transportation Study.</u>	5. <i>Final Technical Transportation Study.</i>	Month 5	Approve.

2.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 This scope of work may require modifications to accommodate special tasks or projects which may arise during the course of the Contract; including adding/deleting specific tasks, work products, or meetings. At any time during the Contract the Contractor may be notified in writing of desired changes by the Director of Planning or designee. Any desired changes must be mutually agreed upon, in writing, between the Contractor and the County.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of one hundred dollars (\$100.00).

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report, as identified in Exhibit G of this Contract shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 This Section is Intentionally Omitted

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

6.2.1 County Holiday Calendar.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall have at least eight (8) years of experience.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.4.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract.

6.5 Uniforms/Identification Badges

6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or designee, will be provided by and at Contractor's expense.

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

7.0 HOURS/DAY OF WORK

7.1 Contractor will be available during the DRP's regular business hours of Monday through Thursday between 7:00 a.m. and 6:00 p.m. to respond to County inquiries. The County may require flexible, non-traditional hours.

This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County and approved by the County.

Contractor is not required to provide services on County-recognized holidays. The DRP will provide a list of County Holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

The specific work requirements are identified in sub-paragraph 1.10, *Tasks: Los Angeles County General Plan EIR*; sub-paragraph 1.11 *Tasks: Los Angeles County Noise Technical Study*; and sub-paragraph 1.12 *Tasks: Los Angeles County Transportation Technical Study*.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

PRICING SCHEDULE

(See Attached)

EXHIBIT B

THE PLANNING CENTER

GRAND TOTALS										0017/001
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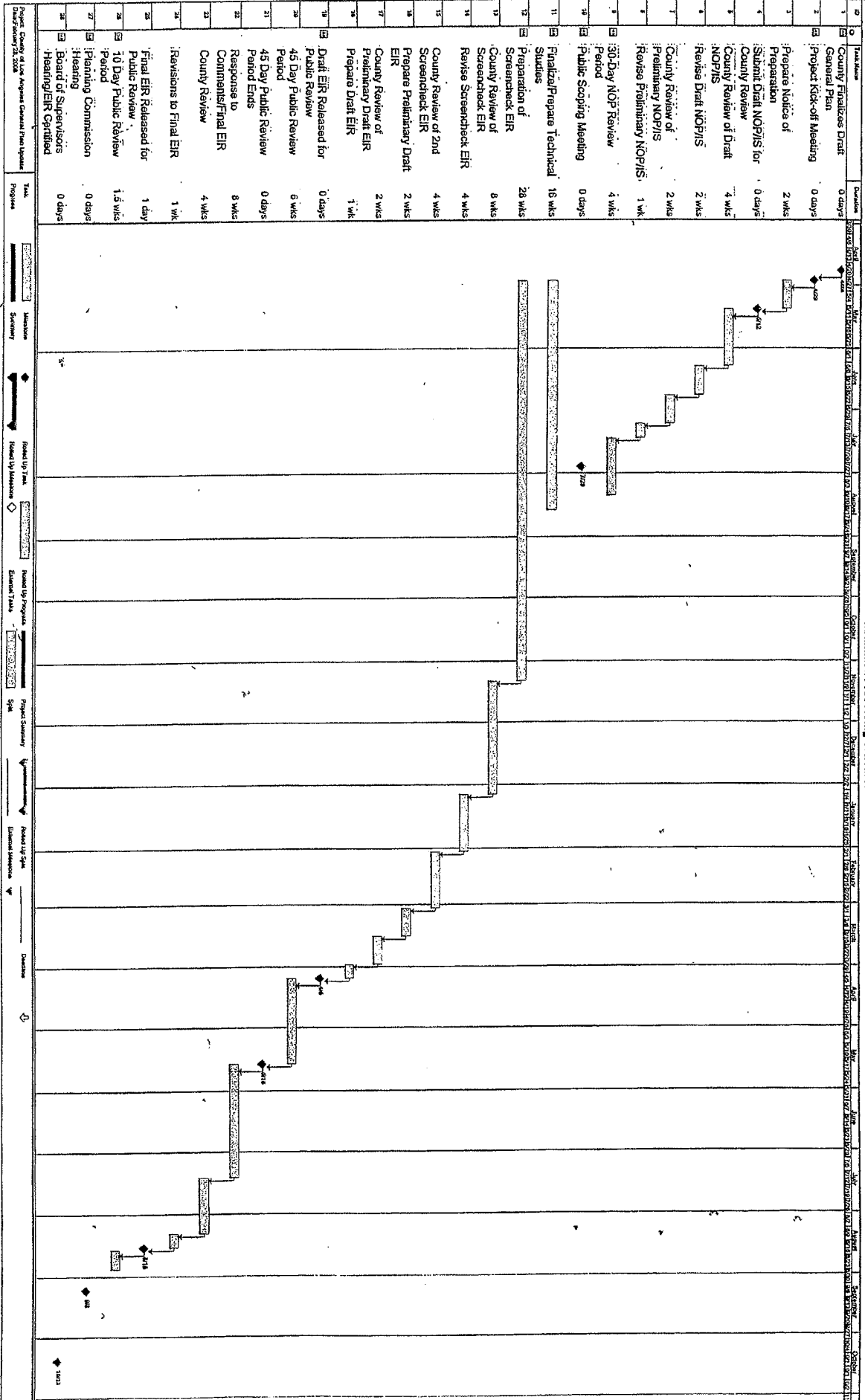
SA = Senior Advisor
PM = Project Manager
PMA = Project Manager Assistant
PP = Project Planner
GIS = GIS/CADD Technician
GEO = Geologist
GR = Graphics Technician
AQ/N = Air Quality / Noise Specialist
BIO = Biologist
EPM = Environmental Project Manager
EPI = Environmental Planner II
EPI = Environmental Planner I
WP = Word Processing/Technical Editing

Page 2

CONTRACTOR'S PROPOSED SCHEDULE

(See Attached)

General Plan Update EIR
Estimated Processing Schedule



CONTRACTOR'S EEO CERTIFICATION

The Planning Center

Contractor Name

1580 Metro Dr., Costa Mesa, CA 92626

Address

95-2975827
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Dwayne Mears Principal, Environmental Services
Authorized Official's Printed Name and Title


Authorized Official's Signature

6/3/08
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Bruce McClendon
Title: Director of Planning
Address: 320 W. Temple St. Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6401
Facsimile: (213) 974-6384
E-Mail Address: BMcClendon@planning.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Mark Herwick
Title: Supervising Regional Planner
Address: 320 W. Temple St. Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6427
Facsimile: (213) 974-6384
E-Mail Address: mherwick@planning.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Travis Seawards
Title: Regional Planning
Address: 320 W. Temple St. Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6417
Facsimile: (213) 974-6384
E-Mail Address: tseawards@planning.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Ania Onley
Title: Head, Strategic Planning and Program Services
Address: 320 W. Temple St., Rm. 1383
Los Angeles, CA 90012
Telephone: (213) 974-6631
Facsimile: (213) -974-6384
E-Mail Address: aonley@planning.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** The Planning Center**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Konnie Dobrev
Title: Senior Planner
Address: 1580 Metro Drive
Costa Mesa, Ca 92626
Telephone: (714) 966-9220
Facsimile: (714) 966-9221
E-Mail Address: kdobrev@planningcenter.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Dwayne Mears
Title: Principal, Environmental Services
Address: 1580 Metro Drive
Costa Mesa, Ca 92626
Telephone: (714) 966-9220
Facsimile: (714) 966-9221
E-Mail Address: dmears@planningcenter.com

Name: William Halligan
Title: Vice President, Environmental Services
Address: 1580 Metro Drive
Costa Mesa, Ca 92626
Telephone: (714) 966-9220
Facsimile: (714) 966-9221
E-Mail Address: whalligan@planningcenter.com

Notices to Contractor shall be sent to the following:

Name: Kara Kosel
Title: Billing/Contracts Administrator
Address: 1580 Metro Drive
Costa Mesa, Ca 92626
Telephone: (714) 966-9220
Facsimile: (714) 966-9221
E-Mail Address: kkosel@planningcenter.com

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

Date _____

Date _____

Date

Contractor Representative's Signature and Date _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME The Planning Center Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:


DATE: 6/3/08

PRINTED NAME:

Dwayne Mears

POSITION:

Principal, Environmental Services

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief executive officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

